



BOARD OF SELECTMEN
CHARLES E. SHEPARD MUNICIPAL BUILDING

48 High St. • P.Q. Box 609 • Warren, MA 01083-0609 • Tel. 413-436-5701 • Fax 413-436-9754

**EMPLOYMENT AGREEMENT
FIRE CHIEF**

This Agreement is effective the 13th day of February 2025 by and between the Town of Warren (hereinafter the "Town") and Fire Chief Adam S. Lavoie, (hereinafter "the Fire Chief"). The Town and the Fire Chief hereby agree that the following terms and conditions shall govern the salary and benefits payable under this Agreement to which the Fire Chief shall be entitled to as Fire Chief of the Warren Fire Department.

WHEREAS, the Town is desirous of securing the services of a Fire Chief for the administration of the Fire Department and Emergency Medical Services (hereinafter referred to collectively as the "Fire Department") under the provisions of M.G.L. Chapter 48, Section 42; and

WHEREAS, the Fire Chief is willing to perform the duties of the position of FIRE CHIEF/EMT according to the terms and conditions of this agreement;

NOW, THEREFORE, the Town and the Fire Chief hereby agree that the following shall govern the salary, fringe benefits and other terms and conditions of the Fire Chief's employment as FIRE CHIEF/EMT.

1. DUTIES/RESPONSIBILITIES

The Fire Chief shall have the responsibility of the administrative control of the Fire Department. Duties shall be those outlined in the job description for Fire Chief, copy which is attached hereto and marked as Attachment A.

The Fire Chief shall provide a monthly report to the Selectmen of the status of the Fire Department accounts and of significant activities of the Fire Department. The Fire Chief is to report to the Selectmen monthly or sooner if necessary, all significant fire issues. The Fire Chief shall notify the Chairman of the Select Board of any significant incidents; examples include lock down at a school, damage to town property, injury or illness of employee

2. INDEMNIFICATION

The Town agrees that it shall defend, save harmless and indemnify the Fire Chief, to the extent permitted under Mass. General Laws Chapter 258, against any professional

liability claim, demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of the employee's duties as FIRE CHIEF/EMT for the Town.

3. DUES & SUBSCRIPTIONS

The Town agrees to budget and to pay for the professional dues and subscriptions of the Fire Chief for continuation and full participation in three national, state, and local associations, and organizations of his choice from the following: the International Fire Chiefs Association, the New England Fire Chiefs Association, the Fire Chief Association of Massachusetts, and Western Mass Fire Chiefs Association.

4. VEHICLE

- A. The Town shall provide a fire vehicle for use by the Fire Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Fire Chief in connection with the performance of duties, professional growth and development and shall not be for personal use.
- B. The Fire Chief may, upon mutual agreement of both parties, use a private vehicle for the duties as the Fire Chief. The Town shall reimburse the Fire Chief at the set rate per mile when such vehicle is used in connection with the performance of duties, professional growth and development.

5. PROFESSIONAL DEVELOPMENT

The Town recognizes its obligations to the professional development of the Fire Chief, and agrees that the employee shall be given adequate opportunities to develop skills and abilities as a fire service or public safety administrator; accordingly, the Fire Chief will be allowed to attend the Massachusetts, New England, and International Fire Chiefs Association training conferences each year without loss of vacation or other leave, and will be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The Town also agrees to budget and pay for the Fire Chief's travel and subsistence expense for short courses, institutes, and seminars that, in reasonable judgment, are necessary for the professional development, with the approval of the Board of Selectmen.

6. DISCIPLINE & DISCHARGE

It is agreed that the Fire Chief can be disciplined or discharged only for cause, upon proper notice and only after a hearing at which the employee shall have the right to be represented by counsel. Said hearing shall be conducted in accordance with the Open Meeting Law (MGL Ch. 30A, section 21). The principle of progressive discipline will apply.

7. COMPENSATION

The Fire Chief shall receive a sum of \$92,610.00 as a salary for the term of this agreement for FY 2026. The Fire Chief's salary shall be increased by **5%** in FY 2027 (**\$97,240.00**) and **5%** in FY 2028 (**\$102,102.00**). Effective March 22, 2024, the Fire Chief shall be eligible for compensation for EMT stipend hours, and any ambulance calls performed outside of his normal working hours. This compensation will be equal to all other EMT's performing "on call" duties when no other coverage is available.

If the Fire Chief obtains and maintains certification through the Massachusetts Fire Chief Credentialing Program during the term of this Agreement, the Fire Chief shall be compensated an additional five-thousand dollars (\$5,000.00) per year.

TOTAL COMPENSATION:

FY 2026 - \$97,610.00

FY 2027 - \$102,240.00

FY 2028 - \$107,102.00

The Fire Chief shall be entitled to all benefits as outlined in Sections VII through X of the Town of Warren Personnel By-Law.

8. NO REDUCTION OF BENEFITS

The Town agrees that it shall not at any time during the term of this agreement reduce the compensation or other benefits to which the Fire Chief is entitled except, to the extent, that such reduction is the result of an amendment to the Personnel By-Law.

9. MODIFICATION

No change or modification of this agreement shall be valid unless it shall be in writing and signed by both parties.

10. SEVERABILITY OF PROVISIONS

If any clause or provision of this agreement shall be determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

11. LENGTH OF AGREEMENT

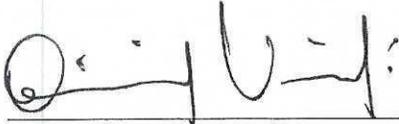
A. The term of this agreement and appointment shall be for **three (3) years** commencing on **July 1, 2025, and ending on June 30, 2028.**

B. The renewal of this agreement shall be contingent upon the Fire Chief's ability to meet the annual budget for the Fire Department and other duties essential to the job function, as outlined in the job description.

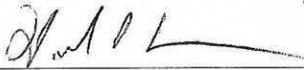
C. In the event that the Fire Chief intends to resign voluntarily before the natural expiration of any original or renewed term of employment hereunder, then the Fire Chief shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Fire Chief will be entitled to under the Personnel By-Law receive pay for any accrued but unused leave.

This Agreement constitutes sets forth and contains all of the terms, covenants, conditions and provisions agreed upon by and between the parties hereto:

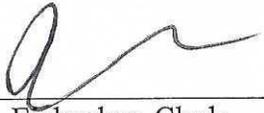
TOWN OF WARREN
BOARD OF SELECTMEN



Derick R. Veliz, Chair

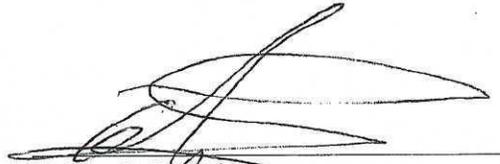


David P. Dufresne, Vice-Chairman



Richard J. Eichacker, Clerk

FIRE CHIEF



Adam S. Lavoie

**FIRE
FIRE CHIEF**

The Town of Warren is committed to the full inclusion of all qualified individuals and, as part of this commitment, will provide reasonable accommodation to perform essential job functions as required by law.

DEFINITION

The position is responsible for overseeing all administration and operations of the Fire Department, reporting directly to the Town Administrator and Selectboard.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Oversees the general operations of the Fire Department; direct oversight and supervision of employees, oversight of daily operations, including fire prevention and suppression operations, emergency medical services, disaster preparedness, and community risk reduction and education;
- Oversees administration of the Fire Department, including budget, purchasing, payroll, billing, facilities, capital equipment, grant management, personnel and Human Resources including to review and approve overtime and time off;
- Coordinates and liaises with outside stakeholders as necessary, including local, county, state, federal agencies
- Work collaboratively with Town officials including regular contact with the Town Administrator; Coordinates with all town departments;
- Composes and presents a monthly Fire report to the Town Administrator and Select Board, quarterly reports for ambulance, and a full annual report for budget and census;
- Leads the department's long-term planning, budgeting, capital improvements programs.
- Oversees the budget line of the Town's volunteer Emergency Management Director;
- Oversees and executes community risk mitigation and education programs professional development programs for staff;
- Oversees building and fleet maintenance.
- Manages and conducts inspections
- Coordinates with regional 911 dispatch system. Manages increasing call load.
- Performs other related job duties as required.

SUPERVISION RECEIVED

The employee works from policies, goals, and objectives, establishes short-range plans and objectives, and departmental performance standards, and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy is required or requested; exercises control in the development of departmental policies, goals, objectives, and budgets; and is expected to resolve matters for divisions/departments under their control.

SUPERVISION EXERCISED

The employee is accountable for the direction and success of programs accomplished through others; analyses program objectives, determines the various departmental work operations needed to achieve

FIRE CHIEF

them, estimates the financial and staff resources required, allocates available funds and staff, reports periodically on the achievement and status of objectives, and recommends new goals; formulates or recommends program goals and develops plans for achieving short and long-range objectives; and determines organizational structure, operating guidelines, and work operations.

JUDGMENT AND COMPLEXITY

The work involves serving as a recognized authority in interpreting and applying guidelines such as executive, administrative, or organizational policies, general principles, regulations, legislation, and directives that pertain to specific functional areas. The employee develops policies and methods to implement such guidelines and requirements.

NATURE AND PURPOSE OF CONTACTS

Contacts are with co-workers, the public, representatives of organizations, and groups and involve interactions with those who have conflicting opinions or objectives, diverse points of view, or differences where achieving compromise is required to secure support, concurrence, or compliance.

CONFIDENTIALITY

The employee has regular access to confidential records and information at the department level requiring discretion in interactions, attention to detail in handling information and records, and responsibility for following security protocols.

MINIMUM QUALIFICATIONS

Any equivalent combination of the below-listed education, training, certification, and experience, is qualifying:

- Bachelor's degree in fire science or related field AND/OR Advanced, Master-level technical training in fire science or related field
- 5 to 7 years related experience overseeing operations at a Fire Department
- Required licenses and certifications:
- Class D Motor Vehicle License
- Active EMT, A-EMT, or Paramedic license (MA or NREMT)
- ICS 100 and 200, HAZMAT
- Firefighter I/II and Fire Officer I/II Certification

Beneficial:

- ICS 300 or 400
- Chief Fire Officer
- Other specialized training or certifications
- Emergency Manager

Must be pursued after hire:

- Must be licensed by MA OEMS for EMT, AEMT or Paramedic within 90-day of hire if not

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge. Knowledge of: All policies and processes of fire and EMS departments; funding sources and management for municipal fire and EMS services including standard grants and budgets; all fire and EMS equipment, tools, and procedures; the distinct needs of EMS versus Fire and mental health service delivery; personnel and human resource functions. Principles

FIRE CHIEF

and practices of fire ground operations and of non-fire emergencies; rescue techniques utilized as well the correct use of life saving equipment; hazardous materials response.

- Skills. Skills in: Communication; management; compassionate leadership; active listening; organization; technology tools such as common word processing, spreadsheets, cloud-based software, municipal software; map reading; customer service; and all departmental apparatus and equipment.
- Abilities. Ability to multitask; communicate and teach about fire safety to all age groups; exercise command authority in life-threatening situations; operate all vehicles and tools of the department; to work both as an administrator and in any direct departmental role; formulate goals and objectives and maintain effective contacts with a variety of organizations in and outside of the local government authority; delegate responsibility; adapt and react quickly and calmly to emergencies or other variable situations; coordinate with other department leaders.

PHYSICAL & ENVIRONMENTAL WORKING CONDITIONS

The physical and environmental demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

- Experiences prolonged periods of exposure to challenging environmental conditions such as uneven terrain; cramped spaces; heights; hot or cold temperature and weather extremes; high concentrations of dust, dirt, grease, fumes, smoke, or intense odors; and loud noises, where continued attention must be given to safety protocols; during emergency situations, work may be performed under considerable pressure.
- Uses moderate physical strength and effort daily, such as moving, lifting, carrying, and stacking heavy objects, and pulling, pushing, standing, or walking for extended periods of time.
- Applies close eye-hand coordination and physical dexterity; uses physical manipulation and motor control under conditions which may require extreme accuracy.
- Routinely reads documents for general understanding and analytical purposes, including handwriting, maps, and forms; inspects surroundings and fine details to assess conditions of materials, equipment, landscapes, and buildings; and reviews detailed information displayed on a computer screen.